NORTH CAROLINA

ORANGE COUNTY

MEMORANDUM OF UNDERSTANDING

- 1. <u>Parties</u>. The parties to this memorandum of understanding ("memo") are the Town of Carrboro (the "Town") and the law firm of The Brough Law Firm, PLLC ("Law Firm").
- 2. <u>Purpose</u>. The purpose of this memo is to set forth the understanding between the parties concerning the nature of the relationship under which the Law Firm shall serve as the Town Attorney.
- 3. <u>Scope of Service</u>. In consideration of the compensation set forth below, Law Firm shall continue to perform for the Town all of the legal services heretofore performed by this firm during prior fiscal years. Such services shall include, without limitation, consultation with the Town Council and the town staff, attendance at Council meetings, attendance at the meetings of other boards upon request, drafting and/or review of ordinances and other documents, and representation of the Town in litigation. Not included within the scope of covered services are (i) services customarily performed by outside bond counsel, and (ii) services such as title work that can be performed more efficiently and economically by other counsel generally engaged in that work.
- 4. <u>Services Performed Principally by G. Nicholas Herman</u>. The parties acknowledge and agree that the services covered under this memorandum shall generally be performed by or under the specific direction of G. Nicholas Herman. However, the full resources of the Law Firm shall be available to the Town and other members of the firm may assist the Town when requested to do so by the Town or when Mr. Herman is unavailable or when it is otherwise cost effective for the Town to do so. In addition, the Law Firm may arrange for the Town to contract with other firms or individuals to have certain services performed for the Town by other counsel when such services can be performed more efficiently by others.
- 5. <u>Compensation</u>. The Town shall pay to Law Firm for legal services rendered during fiscal years 2024-2025 and 2025-2026 on a monthly basis according to the services performed during each month. Monthly invoices shall indicate the number of hours worked and the fees shall be calculated according to the following rates.

Nicholas Herman	\$235.00
Robert E. Hornik, Jr.	\$235.00
T.C. Morphis, Jr.	\$235.00
Albert M. Benshoff	\$235.00
Kevin R. Hornik	\$235.00
Brady N. Herman	\$235.00
Lydia E. Lavelle	\$235.00

The Town shall not be billed by Law Firm for routine expenses incurred by Law Firm while performing town business, including expenses relating to long distance telephone calls, postage, secretarial or word processing services, travel within Orange County, supplies or copying. However, Law Firm shall include on monthly invoices and the Town shall pay expenses incurred by Law Firm (while performing town business) for travel outside of Orange County and other expenses normally borne by clients (such as filing fees and other court costs, document recording fees, expert witness fees, express mail charges, etc.).

6. Attendance at Conferences and Sem connection with attendance at conferences, seminars Town only if specifically approved in advance by the subject matter in which the Town has a special interest	Town as being directly related to a particular	
7 <u>Duration, Termination</u> . This memoran parties for the period July 1, 2024 through June 30, 2 memorandum may be terminated upon ten (10) days be made for services rendered through the date of term	written notice by either party. Payment shall	
This memorandum of understanding is execute 2024.	ed by the parties this day of,	
TOWN OF CARRBORO	THE BROUGH LAW FIRM, PLLC	
BY:,Town Manager	BY: G. Nicholas Herman	
ATTEST:		
, Clerk		
Provision for payment has been made by an appropriation duly made or bonds or notes duly authorized, pursuant to the Local Government Budget and Fiscal Control Act.		
Finance Officer		

COMPENSATION FOR SERVICES

Statements for services rendered by The Brough Law Firm, PLLC will be prepared at the end of each calendar month for the work performed during the previous month.

Your monthly statement will consist of two parts: an itemized breakdown of professional services and a list of expenses and costs advanced.

The professional services portion of your statement will be based upon the following hourly rates for the attorneys who work on your case:

G. Nicholas Herman	\$235.00
Robert E. Hornik, Jr.	\$235.00
T.C. Morphis, Jr.	\$235.00
Albert M. Benshoff	\$235.00
Kevin R. Hornik	\$235.00
Brady N. Herman	\$235.00
Lydia E. Lavelle	\$235.00

Your statement will indicate the services performed and the date, the attorney performing the services, the hourly rate, and the total. It will also include an itemized list of additional expenses and costs advanced. These include:

- Photocopy charges for non-routine copying done for the client outside the office.
- Private express mail carriers such as Federal Express.
- Paralegal services at a rate of \$175.00 per hour.
- Mileage and travel expenses outside Chatham, Cumberland, Durham, Granville, Orange, Moore, Person, Richmond and Wake counties.
- Filing, service of process, and other fees associated with litigation.
- Fees for recording deeds and other instruments.